

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Premtec, Inc.		08/25/2009	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New York Air Brake Corporation		
<b>Street Address:</b>	748 Starbuck Avenue		
<b>City:</b>	Watertown		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1128825	PREMTEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(585)232-2152		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	585-231-1159		
<b>Email:</b>	jreynolds@hselaw.com		
<b>Correspondent Name:</b>	Jodi A. Reynolds		
<b>Address Line 1:</b>	1600 Bausch & Lomb Place		
<b>Address Line 2:</b>	Harter Secrest & Emery LLP		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604-2711		
<b>ATTORNEY DOCKET NUMBER:</b>	NEW YORK AIR BRAKE		
<b>NAME OF SUBMITTER:</b>	Jodi A. Reynolds		
<b>Signature:</b>	/Jodi A. Reynolds/		

CH \$40.00 1128825

**900148973**

**TRADEMARK  
 REEL: 004106 FRAME: 0645**

Date:

12/02/2009

**Total Attachments: 4**

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "*Assignment*"), dated as of August 25, 2009, is made by and between NEW YORK AIR BRAKE CORPORATION, a Delaware corporation ("*Buyer*") and PREMTEC, INC., a North Carolina corporation ("*Seller*").

Reference is hereby made to that certain Asset Purchase Agreement, dated as of August 25, 2009 by and among Buyer, Seller and the stockholders of Seller, E. Hayes Smith and David Kenan Smith, Trustee of the E. Hayes Smith Irrevocable Trust u/a/d September 16, 2008 (the "*Asset Purchase Agreement*"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement. This Assignment will be deemed effective when the Initial Closing is deemed to have occurred under Section 2.5 of the Asset Purchase Agreement.

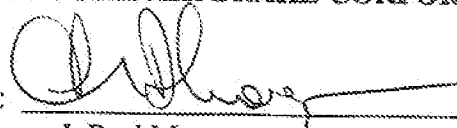
Subject and pursuant to the terms and conditions of the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably assigns, conveys, transfers, and delivers to Buyer (and Buyer's successors and assigns) all of the Intellectual Property Rights, as more fully set forth on Exhibit A attached hereto.

This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to principles of conflicts of laws. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement. Facsimile signatures or signatures delivered by email in .pdf or similar format shall be deemed original signatures for purposes of this Assignment.

[signature page follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Assignment on August 25, 2009.

**NEW YORK AIR BRAKE CORPORATION**

By:   
Name: J. Paul Morgan  
Title: President

**PREMTEC, INC.**

By: \_\_\_\_\_  
Name: E. Hayes Smith  
Title: President

[Signature page to IP Assignment Agreement]

IN WITNESS WHEREOF, Seller and Buyer have executed this Assignment on August 25, 2009.

**NEW YORK AIR BRAKE CORPORATION**

By: \_\_\_\_\_  
Name: J. Paul Morgan  
Title: President

**PREMTEC, INC.**

By: E. Hayes Smith  
Name: E. Hayes Smith  
Title: President

[Signature page to IP Assignment Agreement]

EXHIBIT A

All Intellectual Property Rights, including but not limited to:

Trademark:

US Trademark Registration No. 1,128,825.

Mark: PREMTEX

Registration Date: January 8, 1980

Trade Secret: